

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

BUNTING GRAPHICS, INC.
d/b/a Bunting ARCHITECTURAL
METALS,

Plaintiff/Counter-Defendant,

v.

THE WHITING-TURNER
CONTRACTING COMPANY,

Defendant/Counterclaimant.

THE WHITING-TURNER
CONTRACTING COMPANY,

Third-Party Plaintiff,

v.

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA,

Third-Party Defendant.

Civil Action No. 19-cv-2323-LKG

Dated: January 23, 2025

ORDER

For the reasons stated in the Court's January 23, 2025, memorandum opinion, the Court **CONCLUDES** that:

1. Bunting materially breached the Subcontract, by: (a) failing to timely mobilize to the Project site in May 2018; (b) failing to complete the fabrication of the metal panels in September 2018; and (c) failing to make progress on, and to complete, the installation of the metal panels by September 2018 and by January 2019;
2. Whiting-Turner did not materially breach the Subcontract prior to Bunting's material breaches;
3. Bunting is **LIABLE** to Whiting-Turner for its material breaches of the Subcontract; and

4. Travelers is also **LIABLE** to Whiting-Turner for Bunting's material breaches of the Subcontract, up to the amount of **\$2,652,500.00**.

The Court **DIRECTS** the parties to submit a joint status report, on or before **February 24, 2025**, stating their respective views on how this matter should proceed, including whether they intend to proceed to a trial on damages.

Judgment shall be entered accordingly.

IT IS SO ORDERED.

s/ Lydia Kay Griggsby
LYDIA KAY GRIGGSBY
United States District Judge